

Claims Proposed Distribution  
Trustee: Joyce W. Lindauer

Case: 96-43590

Case Balance: \$55,790.40

Total Proposed Payment: \$55,790.40

Remaining Balance: \$55,790.40

Claim No.	Claimant Name	Type	Amount Filed	Amount Allowed	Paid to Date	Claim Balance	Proposed Payment	Remaining Funds
	Joyce W. Lindauer Exp - Trustee (Ch 7)	Admin Ch 7	\$537.81	\$537.81	\$0.00	\$537.81	\$537.81	\$55,252.59
	Clerk, U.S. Bankruptcy Court	Admin Ch 7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,252.59
	Joyce W. Lindauer Fees - Trustee (Ch 7)	Admin Ch 7	\$8,892.88	\$8,892.88	\$0.00	\$8,892.88	\$8,892.88	\$46,359.71
	Fees - Trustee's Atty (Ch 7)	Admin Ch 7	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46,359.71
	Grayson County Title (Closing)	Per Settlement	\$1,353.00	\$1,353.00	\$1,353.00	\$0.00	\$0.00	\$46,359.71
	Grayson County (Taxes)	Per Settlement	\$1,572.44	\$1,572.44	\$1,572.44	\$0.00	\$0.00	\$46,359.71
	City of Sherman (Taxes)	Per Settlement	\$3,515.01	\$3,515.01	\$3,515.01	\$0.00	\$0.00	\$46,359.71
	Sherman ISD (Taxes)	Per Settlement	\$986.82	\$986.82	\$986.82	\$0.00	\$0.00	\$46,359.71
	1 <sup>st</sup> Mortgage	Per Settlement	\$49,640.05	\$49,640.05	\$49,640.05	\$0.00	\$0.00	\$46,359.71
	Wells Fargo	Per Settlement	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00	44,859.71
	Hesperian Account	Per Settlement	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	\$6,000.00	\$38,859.71
	Chase Advantage Account	Per Settlement	\$5,500.00	\$5,500.00	\$0.00	\$5,500.00	\$5,500.00	\$33,359.71
	Carolyn Hale	Per Settlement	\$2,693.94	\$2,693.94	\$0.00	\$2,693.94	\$2,693.94	\$30,665.77 1
1	Cadle Company	Not Secured	\$187,309.77	\$187,309.77	\$0.00	\$187,309.77	\$30,665.77 1	\$0.00
Total			\$269,501.72	\$269,501.72	\$57,067.32	\$212,434.40	\$55,790.40	\$0.00

CASE SUMMARY

	Amount Filed	Amount Allowed	Paid to Date	Proposed Balance
Total Administrative Claims:	\$10,783.69	\$10,783.69	\$1,353.00	\$9,430.69
Total Priority Claims:	-0-	-0-	-0-	-0-
Other Claims Per Settlement Agreement	\$15,693.94	\$15,693.94	-0-	\$15,693.94
Total Secured Claims:	\$55,714.32	\$55,714.32	\$55,714.32	-0-
Total Unsecured Claims:	\$187,309.77	\$187,309.77	-0-	\$30,665.77

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION


IN RE: )  
 )  
HALE, ARCHIE ) CASE NO.96-43590  
 ) (CHAPTER 7)  
 )  
DEBTORS. )

TRUSTEE'S FINAL REPORT, APPLICATION FOR COMPENSATION,  
AND REPORT OF PROPOSED DISTRIBUTION

JOYCE W. LINDAUER, Trustee of the estate of the above-named Debtor, certifies to the Court and United States Trustee, that the trustee has faithfully and properly fulfilled the duties of the office of the trustee, that the trustee has examined all proofs of claim as appropriate under the proposed distribution, and that the proposed distribution, attached hereto, is proper, and consistent with the law and rules of the Court. The trustee applies for commissions and expenses set forth herein and states that they are reasonable and proper.

Therefore, the trustee requests that the Final Report, Application for Compensation, and Report of Proposed Distribution be approved.

Date: 2/26/00

  
\_\_\_\_\_  
Joyce W. Lindauer, Trustee

\*\*\*\*\*


REVIEWED BY THE UNITED STATES TRUSTEE

I have reviewed the Trustee's Final Report, Application for Compensation, and Report of Proposed Distribution.

Date: 3-1-00

UNITED STATES TRUSTEE

By: \_\_\_\_\_

20  


IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

IN RE:

HALE, ARCHIE

DEBTOR.

)  
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)  
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CASE NO. 96-43590  
(CHAPTER 7)

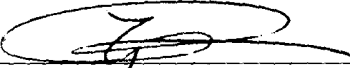
**TRUSTEE'S FINAL REPORT, APPLICATION FOR COMPENSATION AND  
APPLICATION TO CLOSE CASE AND DISCHARGE TRUSTEE**

The Trustee of the estate presents the following final report:

1. The Trustee applies for commissions and expenses set forth in Schedule A and states: That they are reasonable and proper; that in the course of the performance of duties, the Trustee has advanced moneys from personal funds for expenses, and the Trustee has not been reimbursed.
2. The Trustee submits Form I as a summary of the assets and an estate property record. Any property scheduled under 11 U.S.C. § 521(1) and not administered shall be deemed abandoned pursuant to 11 U.S.C. § 554(c).
3. The Trustee has reduced all assets of this estate to cash or otherwise lawfully disposed of them and the estate is ready to be closed.
4. The Trustee submits Form II as the account of estate cash receipts and disbursements.
5. There is no agreement or understanding between the Trustee and any other person for a division of the compensation sought by this application except as permitted by the Bankruptcy Code.
6. The Trustee requests approval of this Final Report.
7. The Trustee has examined each and every claim filed and noted her approval of claims as filed, or she has filed objections to allowance or requests for reclassification.
8. The Trustee further requests that after final distribution of all monies in accordance with the Trustee's Report of Final Distribution and Account and certification by the U.S. Trustee the trustee be discharged from office and that the case be closed.

I declare under penalty of perjury that this Report and attached Schedules are true and correct to the best of my knowledge and belief.

Dated: 2/24/00

  
\_\_\_\_\_  
Joyce W. Lindauer, Trustee  
12900 Preston Road, Suite #900  
Dallas, Texas 75230  
(972) 503-4033

SCHEDULE A-1

FINAL ACCOUNT AS OF:

\$112,857.72

RECEIPTS

DISBURSEMENTS\*

(1) Secured Creditors

\$49,640.05 (Mortgage)

\$6,074.27 (Taxes)

(2) Administrative Expenses

\$1,353.00 (Closing Cost)

(3) Priority Creditors

(4) Unsecured Creditors

TOTAL DISBURSEMENTS:

\$57,067.32

CURRENT BALANCE:

\$55,790.40

\* See attached Closing Statement.

TRUSTEE'S FINAL REPORT CASE SUMMARY

TRUSTEE:

LINDAUER

CASE NAME:	HALE, ARCHIE	COMMENTS:
CASE NUMBER:	96-43590	
DATE UST APPROVED:	03-01-00	

ESTATE INCOME:

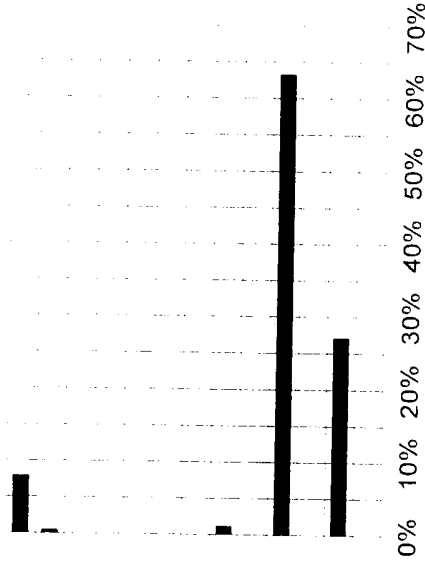
TOTAL RECEIPTS: \$112,857.72 100.00%

ESTATE EXPENSES:

TRUSTEE'S COMMISSION  
TRUSTEE'S EXPENSES  
FIRM'S PROFESSIONAL FEES  
FIRM'S PROFESSIONAL EXPENSES  
OTHER ATTORNEY FEES  
OTHER PROFESSIONAL FEES  
COURT COSTS  
ESTATE EXPENSES(TAXES, ETC)  
PRIOR CHAPTER COSTS  
SECURED CLAIMS PAID  
PRIORITY CLAIMS PAID  
UNSECURED CLAIMS PAID  
OTHER(RETURN TO DEBTOR, ETC)

8,892.88  
537.81  
0.00  
0.00  
0.00  
0.00  
0.00  
0.00  
1,353.00  
0.00  
71,408.26  
0.00  
30,665.77  
0.00

7.88%  
0.48%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
0.00%  
1.20%  
0.00%  
63.27%  
0.00%  
27.17%  
0.00%



UNSECURED CLAIMS  
ALLOWED

187,309.77

UNSECURED CLAIMS  
PAID

30,665.77

PERCENT RECOVERED  
FOR UNSECURED

16.37%

# Form 1

## Individual Estate Property Record and Report Asset Cases

Page: 1

Case Number: 96-43590 DRS  
Case Name: HALE, ARCHIE B.  
Period Ending: 03/01/00

Trustee: (631680) JOYCE LINDAUER  
Filed (f) or Converted (c): 12/24/96 (f)  
§341(a) Meeting Date: 02/21/97  
Claims Bar Date: 11/08/99

Ref. #	1 Asset Description (Scheduled And Unscheduled (u) Property)	2 Particular Unscheduled Values	3 Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	4 Property Abandoned OA=\$554(a) abandon. DA=\$554(c) abandon.	5 Salary and/or Received by the Estate	6 Asset Fully Administered (FA) Gross Value of Remaining Assets
1	HOMESTEAD	70,000.00	0.00		0.00	FA
2	REAL ESTATE - NEW MEXICO	200.00	200.00		0.00	FA
3	CASH ON HAND	50.00	0.00		0.00	FA
4	BANK ACCOUNTS	Unknown	Unknown		0.00	FA
5	HOUSEHOLD GOODS AND FURNISHINGS	5,500.00	0.00		0.00	FA
6	BOOKS AND ART OBJECTS	1,500.00	0.00		0.00	FA
7	WEARING APPAREL AND JEWELRY	1,500.00	0.00		0.00	FA
8	FIREARMS AND HOBBY EQUIPMENT	1,075.00	0.00		0.00	FA
9	AUTOMOBILES AND OTHER VEHICLES	15,000.00	0.00		0.00	FA
10	HOUSEHOLD GOODS AND FURNISHINGS	500.00	0.00		0.00	FA
11	REAL ESTATE - GRAYSON COUNTY	100,000.00	100,000.00		42,932.68	FA
12	REAL ESTATE - COLORADO	5,000.00	5,000.00		5,000.00	FA
13	5,000 SHARES OF ARCHIE HALE ENTERPRISES, INC.	0.00	0.00		0.00	FA
14	WAGES FROM EMPLOYMENT	Unknown	0.00		0.00	FA
15	LEASE PROCEEDS	750.00	5,000.00		7,500.00	FA
Int	INTEREST (u)	Unknown	N/A		357.72	Unknown
16	Assets Totals (Excluding unknown values)	\$201,075.00	\$110,200.00		\$55,790.40	\$0.00

# Form 1 Individual Estate Property Record and Report Asset Cases

Case Number: 96-43590 DRS  
Case Name: HALE, ARCHIE B.

Trustee: (631680) JOYCE LINDAUER  
Filed (f) or Converted (c):  
\$341(a) Meeting Date: 02/21/97  
Claims Bar Date: 11/08/99

Period Ending: 03/01/00

1 Asset Description (Scheduled And Unscheduled (u) Property) Ref. #	2 Petition Unscheduled Values	3 Estimated Net Value (Value Determined By Trustee, Less Liens, Exemptions, and Other Costs)	4 Property Abandoned OA=\$554(a) abandon. DA=\$554(c) abandon.	5 Sale/Funds Received by the Estate	6 Asset Fully Administered (FA) Gross Value of Remaining Assets
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## Major Activities Affecting Case Closing:

Settlement of estate claims has resulted in \$5,000 unscheduled asset from sale of 1/2 interest in Colorado property, also receiving rental income from property in Grayson County and Trustee has right to sell such property subject to the terms of a settlement agreement which will provide for a recovery to this estate. Last remaining asset should be sale of unscheduled real estate in Grayson County. Received contract of sale on 4/23/99 on Grayson County property. Case can close after sale. All assets have been administered waiting for claims bar date to submit TFR.

Bar date is 11/08/99. Governmental bar date is 02/05/2000.

Initial Projected Date Of Final Report (TFR): July 1, 1999

Current Projected Date Of Final Report (TFR): March 31, 2000



# Form 2

## Cash Receipts And Disbursements Record

Case Number: 96-43590 DRs  
Case Name: HALE, ARCHIE B.

Trustee: JOYCE LINDAUER (631680)  
Bank Name: THE CHASE MANHATTAN BANK  
Account: 312-7514838-65 - Money Market Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

Taxpayer ID #: 13-7168637  
Period Ending: 02/28/00

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	5 Receipts \$	6 Disbursements \$	7 Money Market Account Balance
10/21/98	{15}	LONGHORN SALES AND LEASING	Lease Proceeds	750.00		750.00
10/21/98	{15}	LONGHORN SALES AND LEASING	Lease proceeds	750.00		1,500.00
10/26/98	{12}	FREELS & JOHNSON, P.C.	Lease proceeds			
10/30/98	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0%	5,000.00		6,500.00
11/13/98	{15}	LONGHORN SALES AND LEASING	Rent Proceeds - 11/98	1.56		6,501.56
11/30/98	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0%	750.00		7,251.56
12/03/98	{15}	LONGHORN SALES AND LEASING	Lease Proceeds - 10/98	11.27		7,262.83
12/03/98	{15}	LONGHORN SALES AND LEASING	Lease Proceeds - 12/98	750.00		8,012.83
12/31/98	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0%	750.00		8,762.83
01/29/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	14.40		8,777.23
02/26/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	14.92		8,792.15
03/31/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	13.50		8,805.65
04/30/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	14.97		8,820.62
05/06/99	{15}	HGA ASSOCIATES	Interest posting at 2.0000%	14.51		8,835.13
05/28/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	3,750.00		12,585.13
06/30/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.9000%	19.54		12,604.67
07/19/99	{11}	Grayson County Title Co.	Interest posting at 1.9000%	20.43		12,625.10
07/30/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 1.9000%	42,932.68		55,557.78
08/28/99	Int	Interest Posting	Current Interest Rate is 1.9000%	44.98		55,602.76
08/28/99		To Account #312751483866		84.00		55,686.76
12/21/99		From Account #312751483866			55,686.76	0.00
12/21/99		CHASE MANHATTAN BANK	TRANSFER FUNDS FROM MMA-65 TO MMA 68	55,686.76		55,686.76
12/21/99					55,686.76	0.00

{ } Asset reference(s)

Subtotals : \$111,373.52

\$111,373.52

Form 2

Cash Receipts And Disbursements Record

Case Number: 96-43590 DRS  
Case Name: HALE, ARCHIE B.  
Taxpayer ID #: 13-7168637  
Period Ending: 02/28/00

Trustee: JOYCE LINDAUER (631680)  
Bank Name: THE CHASE MANHATTAN BANK  
Account: 312-7514838-65 - Money Market Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	5 Receipts \$	6 Disbursements \$	7 Money Market Account Balance
ACCOUNT TOTALS						
Less: Bank Transfers				111,373.52	111,373.52	\$0.00
Subtotal				55,686.76	111,373.52	
Less: Payments to Debtors				55,686.76	0.00	
NET Receipts / Disbursements				\$55,686.76	\$0.00	

# Form 2

## Cash Receipts And Disbursements Record

Page: 3.

Case Number: 96-43590 DRS  
Case Name: HALE, ARCHIE B.  
Taxpayer ID #: 13-7168637  
Period Ending: 02/28/00

Trustee: JOYCE LINDAUER (631680)  
Bank Name: THE CHASE MANHATTAN BANK  
Account: 312-7514838-66 - Checking Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	5 Receipts \$	6 Disbursements \$	7 Checking Account Balance
08/28/99		From Account #312751483865		55,686.76		55,686.76
12/21/99		To Account #312751483865			55,686.76	0.00

<b>ACCOUNT TOTALS</b>	<b>55,686.76</b>	<b>55,686.76</b>	<b>\$0.00</b>
Less: Bank Transfers	55,686.76	55,686.76	
<b>Subtotal</b>	<b>0.00</b>	<b>0.00</b>	
Less: Payments to Debtors		0.00	
<b>NET Receipts / Disbursements</b>	<b>\$0.00</b>	<b>\$0.00</b>	

Form 2

Cash Receipts And Disbursements Record

Case Number: 96-43590 DRS  
Case Name: HALE, ARCHIE B.  
Taxpayer ID #: 13-7168637  
Period Ending: 02/28/00

Trustee: JOYCE LINDAUER (631680)  
Bank Name: THE CHASE MANHATTAN BANK  
Account: 312-7514838-67 - Checking Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	5 Receipts \$	6 Disbursements \$	7 Checking Account Balance
01/24/00		From Account #312751483868	Move into non-interest checking account	55,790.40		55,790.40
ACCOUNT TOTALS				55,790.40	0.00	\$55,790.40
Less: Bank Transfers				55,790.40	0.00	
Subtotal				0.00	0.00	
Less: Payments to Debtors					0.00	
NET Receipts / Disbursements				\$0.00	\$0.00	

# Form 2

## Cash Receipts And Disbursements Record

Page: 5.

Case Number: 96-43590 DRS  
Case Name: HALE, ARCHIE B.  
Taxpayer ID #: 13-7168637  
Period Ending: 02/28/00

Trustee: JOYCE LINDAUER (631680)  
Bank Name: THE CHASE MANHATTAN BANK  
Account: 312-7514838-68 - Money Market Account  
Blanket Bond: \$300,000.00 (per case limit)  
Separate Bond: N/A

1 Trans. Date	2 {Ref #} / Check #	3 Paid To / Received From	4 Description of Transaction	5 Receipts \$	6 Disbursements \$	7 Money Market Account Balance
12/21/99		CHASE MANHATTAN BANK	TRANSFER FUNDS FROM MMA-65 TO MMA-68	55,686.76		55,686.76
12/31/99	Int	THE CHASE MANHATTAN BANK	Interest posting at 2.0000%	33.57		55,720.33
01/24/00	Int	Interest Posting	Current Interest Rate is 2.0000%	70.07		55,790.40
01/24/00		To Account #312751483867	Move into non-interest checking account		55,790.40	0.00

### ACCOUNT TOTALS

Less: Bank Transfers

Subtotal

Less: Payments to Debtors

NET Receipts / Disbursements

	Net Receipts	Net Disbursements	Account Balances
<b>TOTAL - ALL ACCOUNTS</b>			
MMA # 312-7514838-65	55,686.76	0.00	0.00
Checking # 312-7514838-66	0.00	0.00	0.00
Checking # 312-7514838-67	0.00	0.00	55,790.40
MMA # 312-7514838-68	103.64	0.00	0.00
	<b>\$55,790.40</b>	<b>\$0.00</b>	<b>\$55,790.40</b>

Eastern District of Texas  
CLAIMS REGISTER

11/19/99 Last Date to File Claims: 11/08/99 96-43590 drs Page 1  
Last Date to File Claims for Governmental Unit: 02/05/00  
Archie B. Hale

-----  
Name and Address of Claimant      Amount of Claims      Remarks  
   Filed and Allowed  
-----

No: 1      Filed: 08/30/99      Filed Amt:  
   187,309.77 g

The Cadle Co.  
4363 La France Street  
Newton Falls, OH 44444  
-----

Press RETURN to continue:

You may search by case number (i.e 91-12345), by name, by SSN, or by tax id  
For individuals, enter the LAST name FIRST (i.e. Smith, John Calvin).  
For businesses, enter the NAME of the business (i.e. Miller Engraving).

Enter number, name, SSN, or tax id ("q" to quit)

Your selection-->

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

IN RE:

HALE, ARCHIE B.,

DEBTOR.

§  
§  
§  
§  
§

CASE NO. 96-43590 W  
(Chapter 7)

ORDER GRANTING TRUSTEE'S  
APPLICATION TO SELL PROPERTY OF THE ESTATE

CAME ON FOR CONSIDERATION the Trustee's Application to Sell Property of the Estate and the Court, upon a review of the pleadings on file, finds that good cause exists for granting same. It is, therefore

ORDERED, ADJUDGED AND DECREED that the Trustee's Application to Sell Property of the Estate is hereby GRANTED and all liens, claims and encumbrances shall attach to the proceeds of sale.

SIGNED:

June 21, 1999.

  
UNITED STATES BANKRUPTCY JUDGE

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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

1990 SEP 10 P 3:56

IN RE:

ARCHIE HALE,

DEBTOR.

§  
§  
§  
§  
§

CASE NO. 96-43590  
(CHAPTER 7)

**ORDER APPROVING COMPROMISE AND SETTLEMENT  
AGREEMENT AND DISMISSING ADVERSARY CASES**

CAME ON TO BE CONSIDERED the Joint Motion to Approve Compromise and Settlement Agreement Combined with Joint Motion to Dismiss Complaint Objecting to Discharge pursuant to Federal Rules of Bankruptcy Procedure 7041 and 9019(a) (the "Motion") filed by The Cadle Company, Archie Hale, Carolyn Hale, Archie Hale Enterprises, Inc. and Joyce Lindauer, Trustee (collectively, the "Movants"). Movants request that the Court approve the Compromise and Settlement Agreement (the "Settlement Agreement") pertaining to adversary case numbers 97-4101 and 97-4119, and upon approval of the Settlement Agreement, dismiss the Adversary Cases.

WHEREAS adequate notice has been given under Bankruptcy Rules 7041 and 9019(a), the relief is uncontested and agreed to, and the Settlement Agreement is in the best interests of the estate and creditors of the estate, the Court finds that the Motion should be granted. It is therefore:

ORDERED, ADJUDGED AND DECREED that the Settlement Agreement is approved by the Court. It is further:

**ORDER APPROVING COMPROMISE AND SETTLEMENT  
AGREEMENT AND DISMISSING ADVERSARY CASES**

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ORDERED, ADJUDGED AND DECREED that the adversary case numbers 97-4101  
and 97-4119 are hereby dismissed with prejudice effective upon entry of this Order.

DATED: September 11, 1998

  
UNITED STATES BANKRUPTCY JUDGE

## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is between The Cadle Company ("Cadle"), Archie Hale, Carolyn Hale, Archie Hale Enterprises, Inc. ("Hale" or collectively, the "Defendants"), and Joycc Lindauer, Trustee.

### RECITALS

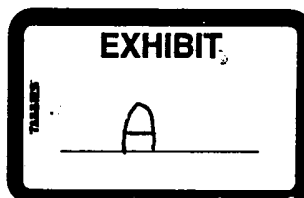
WHEREAS, on or about December 24, 1996, Hale filed a pro se voluntary petition for relief under chapter 7 of title 11 of the United States Code with the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division;

WHEREAS, Cadle, a creditor of the Hale bankruptcy estate, commenced adversary action no. 97-4101 on or about June 19, 1997, by filing its complaint objecting to the discharge of Hale pursuant to Bankruptcy Code section 727(a);

WHEREAS, Cadle commenced adversary action no. 97-4119 by filing its complaint with the Bankruptcy Court on or about August 5, 1997, seeking recovery of property for the benefit of Hale's bankruptcy estate, as well as to litigate the rights of the estate and the Defendants to certain property, in which the bankruptcy estate, Hale Enterprises and Mrs. Hale each claimed competing interests;

WHEREAS, bona fide disputes and controversies exist between the parties as to the rights, liabilities and damages, if any, arising from the claims made by each of the parties to the adversary proceedings, and the parties desire to settle and compromise all disputes and controversies described above, so as to avoid the cost and uncertainties of litigation.

NOW, THEREFORE, in consideration of the representations, warranties and covenants herein contained, the sufficiency of which the parties hereby acknowledge, and on the terms and subject to the conditions set forth, the parties agree as follows:



1. **Sale of Property by Trustee.** Joyce Lindauer, Trustee, will sell certain real property subject to properly recorded liens, referred to herein as the "Grayson County Property", hereinafter described as follows:

**Grayson County Property:**

Being 0.735 acres of land out of the Samuel Blagg Survey, Abstract No. 56 and being more fully described by metes and bounds as follows:

BEING situated in the County of Grayson, State of Texas, being part of the Samuel Blagg Survey, Abstract No. 56, and also being a part of the 1.6384 acre tract of land described as Tract No. 2 conveyed by W.C. Pickens to Howard C. Hooker, Bob W. Fleming, George W. Meyers and Homer Blythe by deed recorded in Volume 1257, Page 159 of the Deed Records, Grayson County, Texas, and described by metes and bounds, as follows:

BEGINNING at a steel rod in the North line of Dulin Street, said point being the Southeast corner of said 1.6384 acre tract, said point also being the Southwest corner of Lot 8, Block 22 of the B.H. Moore Heirs Addition to the City of Sherman;

THENCE South 75 deg. 50 min. West with the North line of Dulin Street, a distance of 74.80 ft. to a brass-plated highway monument;

THENCE North 59 deg. 22 min. West with the East right-of-way line of U.S. Highway 75, a distance of 70.70 ft. to a brass-plated highway monument;

THENCE North 14 deg. 22 min. West with the East right-of-way line of U.S. Highway 75, a distance of 217.00 ft. to a steel rod;

THENCE North 75 deg. 38 min. East a distance of 124.32 ft. to a steel rod in the East line of said 1.6384 acre tract;

THENCE South 14 deg. 28 min. East with the East line of said 1.6384 acre tract and with the West line of the B.H. Moore Heirs Addition, a distance of 267.25 ft. to the PLACE OF BEGINNING and containing 32,015.72 square feet or 0.735 acres of land more or less.

The foregoing described property is subject to all valid outstanding oil, gas and mineral interests of every kind and nature heretofore conveyed, excepted or reserved, if any, as well as all easements, rights-of-way and building or use restrictions now of record in the office of the County Clerk of Grayson County, Texas, which affect the property conveyed hereby.

The Defendants will take all steps necessary to insure that the Trustee has marketable title to convey on behalf of the estate for purposes of selling the real property under this Agreement

**2. The Colorado Property.**

Archie Hale will guaranty payment by the successor and heirs of the estate of Billie Hale of the amount of \$5,000.00 to Joyce Lindauer, Trustee, as compromise and settlement of all claims of the Archie Hale bankruptcy estate for the alleged pre-petition preferential transfer of that certain real property, referred to herein as the "Colorado Property", hereinafter described as follows:

**Colorado Property:**

Lot 6876, in Block 312, of Sangre de Cristo Ranches, Unit G-J, Costilla County, State of Colorado.

If the successor and heirs of the estate of Billie Hale fail to make such payment with in ten days of the date of execution of this Settlement Agreement, Archie Hale shall make such payment immediately. Failure to do so shall constitute a failure of consideration for this Settlement Agreement.

Such payment shall constitute property of the Archie Hale bankruptcy estate.

**3. Proceeds of Sale.**

From the sale proceeds of the Grayson County Property, the following indebtedness will be paid:

- a) The Wells Fargo-Bank account in the name of Archie's Cycles, account number 5474-6401-3007-5012, in the approximate amount of \$1,500.00;
- b) The Hesperian account in the name of Archie Hale Enterprises, in the approximate amount of \$6,000.00; and
- c) The Chase Advantage account in the name of Archie Hale, account number 28-70-17857-7, in the approximate amount of \$5,500.00.

Each such account shall be paid in the amount of the indebtedness owed as of July 17, 1998, however, the Trustee is not obligated and shall not pay any indebtedness on those accounts representing charges incurred on or after July 17, 1998, or any indebtedness of the aggregate total of the three accounts in excess \$13,150.00. Additionally, the Trustee shall pay from the proceeds of sale any costs of sales, any mortgage indebtedness owed on the Grayson County Property and any *ad valorem* taxes due and payable at closing.

4. **Mrs. Hale's Separate Property Claim.** From the proceeds of the sale of the Grayson County Property, and only from the proceeds of sale of the Grayson County Property, after payment of the costs of sale, the Wells Fargo, Hesperian and Chasc Advantage accounts, and the mortgage and ad valorem taxes owed on the Grayson County Property, the Trustee shall pay Carolyn Hale nine percent (9%) of the remaining net proceeds of sale of the Grayson County Property.

5. **Property of the Estate.** The net balance of the proceeds of sale from the Grayson County Property, after payment as provided in Paragraphs 3 and 4 above, shall constitute funds of the bankruptcy estate. The net balance of the proceeds of sale from the Colorado Property shall constitute funds of the bankruptcy estate.

6. **Dismissal of Pending Litigation.** Adversary Case No. 97-4101 and adversary Case No. 97-4119 shall be dismissed, subject to Court approval of this settlement and creditors' objections thereto, if any.

7. **Lease Proceeds.** Any and all lease payments received by the Defendants after August 1, 1998, from tenants in the Grayson County Property shall be paid by the Defendants to the Trustee. The Trustee shall maintain the monthly mortgage payments and appropriate insurance on the Grayson County Property from the lease proceeds.

8. The Cadle Company shall not take any action to prevent the Debtor from obtaining a discharge once the Bankruptcy Court has approved this Settlement Agreement and the adversary cases, as stated in paragraph 6, have been dismissed.

9. **Compromise.** It is understood and agreed that this compromise of disputed claims and the consideration transferred herein are to compromise the disputed claims, to avoid litigation, and to buy peace, and that nothing contained herein shall be construed as an admission of liability by, or on behalf of, any of the parties to this Agreement, any and all such liability being expressly denied.

10. **Warranties.** Each party represents and warrants that it has full and complete authority to execute this Agreement and that the terms and conditions of this Agreement are fully enforceable and binding upon such party.

10. **Covenants.** Each party covenants and agrees that it will take such action as necessary to effect the sales and transfers contemplated by the Agreement.

11. **Restriction on Intended Beneficiaries.** The parties agree that this Agreement is strictly between Cadle, the Defendants and the Trustee and is not intended to benefit any third parties in any manner whatsoever, except insofar as the net proceeds of the sale, as property of the estate, benefit the bankruptcy estate of Archie Hale and creditors thereof.

12. **Jurisdiction.** Any action brought to interpret or enforce the provisions of this Agreement shall be maintained in the United States Bankruptcy Court for the Eastern District of Texas. This Agreement shall be governed, construed and enforced in accordance and subject to the laws of the State of Texas.

13. **Complete Agreement.** The terms and conditions set forth in this Agreement represent a full and complete settlement between the parties. No oral understandings, statements,

promises or inducements contrary to the terms of this Agreement exist. The terms of this Agreement may be amended or terminated only by writing signed by each of the parties to this Agreement.

14. **Duplicates.** This Agreement shall be executed in duplicate originals, each of which shall be deemed an original for all purposes.

15. **Execution.** This Agreement shall not become binding on any party to it unless and until it is signed by all parties to this Agreement and, upon notice and hearing, approved by the United States Bankruptcy Court for Eastern District of Texas.

16. **Agreement to Dismiss Lawsuits.** The parties, by and through their counsel of record, agree to execute all appropriate orders of dismissal with prejudice, and take such other action as necessary, dismissing any and all claims asserted in connection with those adversary proceedings with prejudice to the refiling of same, and to take any other steps and execute any other documents necessary to obtain such dismissals.

17. **Warranty of Capacity.** Each of the parties executing this Agreement, individually or on behalf of any other person or entity, specifically acknowledges, represents and warrants that he or she is specifically authorized to enter into this Agreement individually on behalf of the person or entities for whom it represents.

18. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors and assigns.

19. **Merger.** This Agreement contains the entire agreement among the parties and supercedes any and all prior agreements, arrangements, or understandings among the parties with respect to the subject matter of this Agreement. No oral understandings, statements, promises,

agreements, or inducements contrary to the terms of this Agreement exist. The terms of this Agreement cannot be modified or terminated orally.

Executed on the date of the respective acknowledgements to be effective the date upon written.

**THE CADLE COMPANY**

\_\_\_\_\_

By: William E. Shaulis  
Vice President

Its: \_\_\_\_\_

**ARCHIE HALE**

By: Archie Hale

**CAROLYN HALE**

By: Carolyn Hale

**ARCHIE HALE ENTERPRISES, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**JOYCE LINDAUER, TRUSTEE**

By: Joyce Lindauer, Trustee for the Bankruptcy  
Estate of Archie Hale



**Verification**

STATE OF OHIO           §  
                                  §  
COUNTY OF Trumbull   §

Before me the undersigned authority, on this day personally appeared William F. Shadish of The Cadle Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated as an act and deed of said corporation.

Subscribed and sworn to me on this the 5<sup>th</sup> day of August, 1998.

Leigh Ann Allen  
Notary Public, in and for the  
State of Ohio

My Commission Expires:

\_\_\_\_\_

LEIGH ANN ALLEN, Notary Public  
STATE OF OHIO  
My Commission Expires Aug. 15, 2001

agreements, or inducements contrary to the terms of this Agreement exist. The terms of this Agreement cannot be modified or terminated orally.

Executed on the date of the respective acknowledgements to be effective the date upon written.

**THE CADLE COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ARCHIE HALE**

By: Archie Hale

**CAROLYN HALE**


By: Carolyn Hale

**ARCHIE HALE ENTERPRISES, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**JOYCE LINDAUER, TRUSTEE**

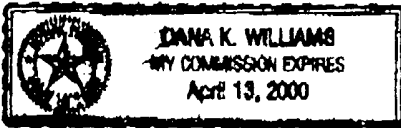
By:  \_\_\_\_\_  
Joyce Lindauer, Trustee for the Bankruptcy  
Estate of Archie Hale

Verification

STATE OF TEXAS     §  
                             §  
COUNTY OF Dallas §

Before me the undersigned authority, on this day personally appeared Joyce Lindauer, Trustee for the Bankruptcy Estate of Archie Hale, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration herein expressed, in the capacity therein stated as an act and deed of said bankruptcy estate.

Subscribed and sworn to me on this the 6<sup>th</sup> day of August, 1998.



Dana K Williams  
Notary Public, in and for the  
State of TX

My Commission Expires:

April 13, 2000

agreements, or inducements contrary to the terms of this Agreement exist. The terms of this Agreement cannot be modified or terminated orally.

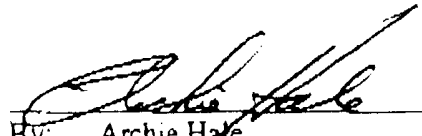
Executed on the date of the respective acknowledgements to be effective the date upon written.

**THE CADLE COMPANY**

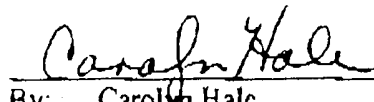
By: \_\_\_\_\_

Its: \_\_\_\_\_

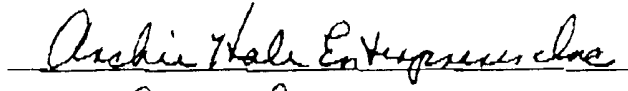
**ARCHIE HALE**

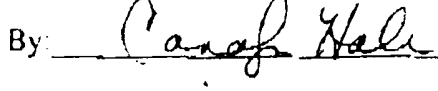
By:  Archie Hale

**CAROLYN HALE**

By:  Carolyn Hale

**ARCHIE HALE ENTERPRISES, INC.**

By:  Carolyn Hale

Its:  President

**JOYCE LINDAUER, TRUSTEE**

By: \_\_\_\_\_  
Joyce Lindauer, Trustee for the Bankruptcy  
Estate of Archie Hale

Verification

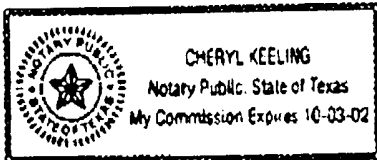
STATE OF TEXAS       §  
                                  §  
COUNTY OF Grayson §

Before me the undersigned authority, on this day personally appeared Archie Hale, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated.

Subscribed and sworn to me on this the 5 day of August, 1998.

Cheryl Keeling  
Notary Public, in and for the  
State of \_\_\_\_\_

My Commission Expires.

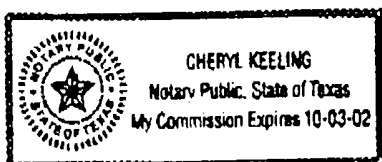


Verification

STATE OF TEXAS       §  
                                  §  
COUNTY OF Grayson §

Before me the undersigned authority, on this day personally appeared Carolyn Hale, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration herein expressed, in the capacity therein stated.

Subscribed and sworn to me on this the 5 day of August, 1998.



Cheryl Keeling  
Notary Public, in and for the  
State of \_\_\_\_\_

My Commission Expires:

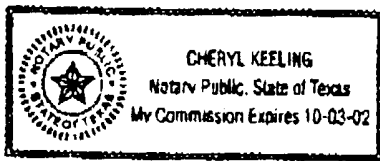
\_\_\_\_\_

Verification

STATE OF TEXAS       §  
                                  §  
COUNTY OF Grayson §

Before me the undersigned authority, on this day personally appeared Carolyn Hale of Archie Hale Enterprises, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated as an act and deed of said corporation.

Subscribed and sworn to me on this the 5 day of August, 1998.



Cheryl Keeling  
Notary Public, in and for the  
State of \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**GRAYSON COUNTY TITLE CO.**ESCROW ACCOUNT  
210 WEST MAIN 465-2545  
DENISON, TEXAS 75020

GF 19676

BANK ONE, TEXAS, N.A.  
DENISON, TEXAS 75020  
MEMBER FDIC  
32-61-1110

7/19/1999 016467

PAY TO THE  
ORDER OF

ARCHIE HALE ENTERPRISES, INC.

\$ 42,932.68

DOLLARS

Forty Two Thousand Nine Hundred Thirty Two and 68/100

ARCHIE HALE ENTERPRISES, INC.

MEMO

⑈016467⑈ ⑆111000614⑆ ⑈3161004381⑈

*Debbie Ball*  
AUTHORIZED SIGNATURE**THE CHASE MANHATTAN BANK**  
Bankruptcy Management Services**ACCOUNT DEPOSIT TICKET**DEPOSIT DATE: 07/19/99  
TRUSTEE NAME: JOYCE LINDAUER  
TRUSTEE NO.: 631680  
CASE NAME: HALE, ARCHIE B.  
CASE NO.: 96-43590  
ACCT NO.: 312751483865  
DEPOSIT NO.: 100006  
DATE PRINTED: Monday, July 19, 1999

CHECK #	DOLLARS	CENTS
016467	42,932	68
TOTAL	42,932	68

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE

⑈8312751483865⑈



# A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265 (Page 1)

## B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins  
4. ☐ VA 5. ☐ Conv Ins.

6. File Number  
19676

7. Loan Number

8. Mortgage Ins Case Number

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower  
HARVEY GULLER and partner, MIKE GULLER  
P.O. BOX 578.  
SHERMAN, TX 75091

E. Name, Address, and Tax ID Number of Seller  
ARCHIE HALE ENTERPRISES, INC.  
Tax ID #

F. Name and Address of Lender

G. Property Location (Complete address, including legal description, if necessary)

0.73 Acres SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, Grayson  
County  
1223 S. SAM RAYBURN FRWY.  
SHERMAN, TX 75090

H. Settlement Agent Name, Address and Tax ID Number

Grayson County Title Company  
210 W. Main  
Denison, TX 75020 Tax ID: 75-2577796

Place of Settlement  
Grayson County Title Company  
210 W. Main  
Denison, TX 75020

I. Settlement Date  
7/16/99

## J. Summary of Borrower's Transaction

### 100. Gross Amount Due from Borrower

101. Contract Sales Price	\$100,000.00
102. Personal Property	
103. Settlement Charges to borrower	\$5,148.51
104.	
105.	

#### Adjustments for items paid by seller in advance

106. City property taxes thru	
107. County property taxes thru	
108. Annual assessments thru	
109. School property taxes thru	
110. MUD taxes thru	
111. Other taxes thru	
112.	
113.	
114.	
115.	
116.	

120. Gross Amount Due From Borrower \$105,148.51

## K. Summary of Seller's Transaction

### 400. Gross Amount Due to Seller

401. Contract Sales Price	\$100,000.00
402. Personal Property	
403.	
404.	
405.	

#### Adjustments for items paid by seller in advance

406. City property taxes thru	
407. County property taxes thru	
408. Annual assessments thru	
409. School property taxes thru	
410. MUD taxes thru	
411. Other taxes thru	
412.	
413.	
414.	
415.	
416.	

420. Gross Amount Due to Seller \$100,000.00

## 200. Amounts Paid By Or in Behalf Of Borrower

201. Deposit or earnest money	\$1,000.00
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204. Commitment fee	
205.	
206.	
207.	
208.	
209.	

#### Adjustments for items unpaid by seller

210. City property taxes 1/1/99 thru 7/16/99	\$228.65
211. County property taxes 1/1/99 thru 7/16/99	\$314.81
212. Annual assessments thru	
213. School property taxes 1/1/99 thru 7/16/99	\$986.82
214. MUD taxes thru	
215. Other taxes thru	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower \$2,530.28

## 500. Reductions in Amount Due to Seller

501. Excess Deposit	
502. Settlement Charges to Seller (line 1400)	\$5,896.99
503. Existing Loan(s) Taken Subject to	
504. Payoff of first mortgage loan	\$49,640.05
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

#### Adjustments for items unpaid by seller

510. City property taxes 1/1/99 thru 7/16/99	\$228.65
511. County property taxes 1/1/99 thru 7/16/99	\$314.81
512. Annual assessments thru	
513. School property taxes 1/1/99 thru 7/16/99	\$986.82
514. MUD taxes thru	
515. Other taxes thru	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller \$57,067.32

## 300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)	\$105,148.51
302. Less amounts paid by/for borrower (line 220)	\$2,530.28
303. Cash From Borrower	\$102,618.23

## 600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)	\$100,000.00
602. Less reductions in amt. due seller (line 520)	\$57,067.32
603. Cash To Seller	\$42,932.68

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$100,000.00	@%	=		
Division of Commission (line 700) as follows:					
701. \$0.00	to				
702. \$0.00	to				
703. Commission Paid at Settlement					\$0.00
<b>800. Items Payable in Connection with Loan</b>					
801. Loan Origination Fee	to				
802. Loan Discount	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
<b>900. Items Required by Lender To Be Paid in Advance</b>					
901. Interest from	to	@ \$0.00	/day		
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
<b>1000. Reserves Deposited With Lender</b>					
1001. Hazard insurance	months @		per month		
1002. Mortgage insurance	months @		per month		
1003. City property taxes	months @		per month		
1004. County property taxes	months @		per month		
1005. Annual assessments	months @		per month		
1006. School property taxes	months @		per month		
1007. MUD taxes	months @		per month		
1008. Other taxes	months @		per month		
1011. Aggregate Adjustment					
<b>1100. Title Charges</b>					
1101. Settlement or closing fee	to	GRAYSON COUNTY TITLE COMPANY		\$100.00	\$100.00 ✓
1102. Abstract or title search	to				
1103. Title examination	to	J.S. (SANDY) FREELS, JR.			
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to	J.S. (SANDY) FREELS, JR.			\$185.00 ✓
(includes above items numbers:					
1108. Title insurance	to	GRAYSON COUNTY TITLE COMPANY			\$992.00 ✓
(includes above items numbers:					
1109. Lender's coverage		\$0.00/\$0.00			
1110. Owner's coverage		\$100,000.00/\$992.00			
1111. Escrow fee	to				
<b>1200. Government Recording and Transfer Charges</b>					
1201. Recording fees	Deed \$13.00	Mortgage	Releases \$26.00	\$13.00	\$26.00 ✓
1202. City/county tax/stamps	Deed	Mortgage	to		
1203. State tax/stamps	Deed	Mortgage	to		
1204. Tax certificates	to	GRAYSON COUNTY TITLE COMPANY			\$20.00 ✓
<b>1300. Additional Settlement Charges</b>					
1301. Survey	to	SARTIN & ASSOCIATES		\$1,188.00	
1302. Pest Inspection	to				
1303. 1997 TAXES	to	GRAYSON COUNTY TAX OFFICE			\$878.63 ✓
1304. 1997 TAXES	to	SHERMAN TAX OFFICE			\$3,286.36 ✓
1305. 1998 TAXES	to	GRAYSON COUNTY TAX OFFICE		\$791.51	
1306. 1998 TAXES	to	SHERMAN TAX OFFICE		\$3,056.00	
1307. SUIT CAUSE # 983546	to	GRAYSON COUNTY DISTRICT CLERK			\$379.00 ✓
1308. FED-EX TO TRUSTEE	to	GRAYSON COUNTY TITLE COMPANY			\$30.00 ✓
1309.	to				
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>				<b>\$5,148.51</b>	<b>\$5,896.99</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

*Harvey Guller*  
 HARVEY GULLER  
*Mike Guller*  
 MIKE GULLER

ARCHIE HALE ENTERPRISES, INC. by:  
*Joyce W. Lindauer*  
 JOYCE W. LINDAUER BANKRUPTCY TRUSTEE

**SETTLEMENT AGENT CERTIFICATION**  
 The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.  
*Debbie Ball* 7-16-99  
 Date  
**Warning:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**Seller's Taxpayer Identification Number Solicitation and Certification**  
 You are required by law to provide the Settlement Agent named above with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Under Penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

*Joyce W. Lindauer*  
 Seller's Signature  
 7/15/99  
 Date

SCHEDULE B

APPLICATION FOR COMPENSATION

COMPUTATION OF COMMISSIONS (cases filed after 10/22/95)

Total Receipts	\$112,857.72	25% of First \$5,000 =	\$1,250.00
Less	(5,000.00)		
Balance	\$107,857.72	10% of next \$45,000 =	\$4,500.00
Less	(45,000.00)		
Balance	\$ 62,857.72	5% of next \$950,000 =	\$3,142.88
Less	(950,000.00)		
Balance	\$ -0-	3% of Remaining Balance	<u>0.00</u>
TOTAL COMMISSIONS			\$8,892.88

UNREIMBURSED EXPENSES

Recording Fees	\$ 0.00
Premium on Trustee's Bond	\$ 0.00
Copy Costs (See Exhibit "A")	\$ 82.50
Postage Costs (See Exhibit "A")	\$ 26.56
Telecopy Costs (See Exhibit "A")	\$ 3.75
Telephone Costs	\$ 0.00
Secretarial Time (See Exhibit "A")	\$ 425.00
Paralegal Assistance (See Exhibit "A")	\$ 0.00

TOTAL UNREIMBURSED EXPENSES:	\$537.81
------------------------------	----------

SCHEDULE C

EXPENSES OF ADMINISTRATION

	(1) Amount Claimed	(2) Amount Allowed	(3) Previously Paid	(4) Due
1. 11 U.S.C. Sec. 507(a) (1) <u>Court Costs and Fees</u>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2. 11 U.S.C. Sec. 503(b) (1) (A) <u>Preservation of Estate</u>				
A. Transportation	0.00	0.00	0.00	0.00
B. Storage	0.00	0.00	0.00	0.00
C. Wages	0.00	0.00	0.00	0.00
D. Estates share FICA	0.00	0.00	0.00	0.00
E. Insurance	0.00	0.00	0.00	0.00
F. Upkeep	0.00	0.00	0.00	0.00
G. Other (itemize)	0.00	0.00	0.00	0.00
3. 11 U.S.C. Sec. 503(b) (2) <u>Post-Petition taxes and related penalties</u>	0.00	0.00	0.00	0.00
4. 11 U.S.C. Sec. 503(b) (2) <u>Compensation and Reimbursement</u>				
A. Compensation of Trustee	8,892.88	8,892.88	0.00	8,892.88
B. Expenses of Trustee	537.81	537.81	0.00	537.81
C. Expenses of Auctioneer	0.00	0.00	0.00	0.00
5. Court Special Charges (Excess Notices)	0.00	0.00	0.00	0.00
6. U.S. Trustee fees	0.00	0.00	0.00	0.00
7. Other (itemize)	0.00	0.00	0.00	0.00
<u>Closing Cost</u>	<u>1,353.00</u>	<u>1,353.00</u>		<u>1,353.00</u>
Totals:	<u>\$10,783.69</u>	<u>\$10,783.69</u>	<u>\$0.00</u>	<u>\$10,783.69</u>

<b>Secretarial, Copies, Postage:</b>	<b>Hours</b>	<b># Copies</b>	<b>Postage</b>
Application to Sell Property of Estate and Order	1.0	266	6.60
Application to Approve Settlement	1.0	360	10.80
Closing documents for sale		25	
Letters to Tenant and Debtor' Counsel	.5	4	.66
Trustee's Final Report	2.5	160	3.00
Supplemental Final Report	<u>1.0</u>	<u>40</u>	<u>3.00</u>
<b>Totals:</b>	<b>6.0</b>	<b>855</b>	<b>24.06</b>

Secretarial/Paralegal Time = 6.0 hours @ \$50.00/hour	\$ 300.00
Copies = 855 @ \$0.25/page	213.75
Postage	24.06
Total	\$537.81

# SCHEDULE D

## SECURED CLAIMS

Claim No.	Secured Claim (Creditor Name)	Amount Claimed	Amount Allowed	Previously Paid	Due
	1 <sup>st</sup> Mortgage	\$49,640.05	\$49,640.05	\$49,640.05	\$0.00
	Grayson County (taxes)	\$1,572.44	\$1,572.44	\$1,572.44	\$0.00
	City of Sherman (taxes)	\$3,515.01	\$3,515.01	\$3,515.01	\$0.00
	Sherman ISD (taxes)	\$986.82	\$986.82	\$986.82	\$0.00
	Totals:	\$55,714.32	\$55,714.32	\$55,714.32	\$0.00

# SCHEDULE E

## PRIORITY CLAIMS OTHER THAN ADMINISTRATIVE EXPENSES IN THE FOLLOWING ORDER OF PRIORITY

	(1) Claim No.	(2) Amt. Claimed	(3) Amt. Allowed	(4) Amt. Paid	(5) Due
1. For Credit Extended Section 364(e)(1)					
2. Claims for failure of adequate protection Section 307(a)(b)					
3. "Gap Claims" Section 507(a)(2)					
4. Wages, etc. Section 507(a)(3)					
5. Contributions to Benefit Plans Section 507(a)(4)					
6. Consumer Deposits Section 507(a)(6)					
7. Taxes Section 507(a)(7)					
<b>TOTAL:</b>					\$0.00

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

IN RE: )  
 )  
HALE, ARCHIE, ) CASE NO. 96-43590  
 ) (CHAPTER 7)  
DEBTOR. )

**TRUSTEE'S REPORT OF PROPOSED FINAL DISTRIBUTIONS**

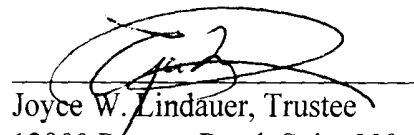
The undersigned trustee of the estate hereby submits to the Court and to the United States Trustee this Report of Proposed Final Distribution.

1. The Court has entered orders which have become final, and which dispose of all objections to claims, all objections to the Trustee's Final Report, all applications for compensation, and all other matters which must be determined by the Court before final distribution can be made.

2. The trustee proposes to make final distribution of the funds of the estate as follows, and will make such distribution upon certification by the U.S. Trustee unless written objection thereto is filed and served on the trustee and on the U.S. Trustee.

1. Balance on Hand	\$55,790.40
2. Administrative Expenses to be paid	\$9,430.69
3. Priority Claims to be paid	\$0.00
4. Secured Claims to be paid	\$0.00
5. Unsecured Claims to be paid	\$30,665.71
6. Miscellaneous distributions to be paid	\$15,693.94
7. Total Distributions to be made	\$55,790.34
8. Zero Balance	\$0.00

Dated: 2/28/02

  
Joyce W. Lindauer, Trustee  
12900 Preston Road, Suite 900  
Dallas, Texas 75230  
(972) 503-4033